

1 TSE, Ho Keung ;  
2 P.O.Box 80306,  
3 Cheung Sha Wan Post Office,  
4 Hong Kong.  
5 tse2012@sina.com  
6 608.268.3667  
7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11  
12 HO KEUNG, TSE )  
13 P.O. BOX 80306 )  
14 CHEUNG SHA WAN POST OFFICE )  
15 HONG KONG )  
16 eMail : hktse2007@Gmail.com )  
17 US Tel: (608) 268-3667 )

Consolidated Civil Action No. : C06-06573 SBA

18 Plaintiff )

**FIRST AMENDED CONSOLIDATED  
COMPLAINT  
- FOR PATENT INFRINGEMENT  
AND PRAY FOR INJUNCTIVE RELIEF**

19 vs )

20 APPLE, INC., )  
21 1 Infinite Loop, )  
22 Cupertino, California 95014 )  
23 USA, )

JURY TRIAL DEMANDED

24 MUSICMATCH, INC. )  
25 16935 W. Bernardo Dr. )  
26 San Diego, California 92127, )

27 SONY NETWORK ENTERTAINMENT )  
28 INTERNATIONAL LLC )  
6080 Center Drive, 10<sup>th</sup> Floor )  
Los Angeles, CA 90045, )

Defendants )

## INTRODUCTION

As of to date, the instant case is still **STAYED**.

Plaintiff notes that, in Apple's response to issuance of notice of certificate of correction (Dkt. 188), Apple demanded (last paragraph) that "Still uncorrected, however, are independent claims 21 and 23. Because Mr. Tse is attempting to assert claim 23 in this action, Apple's motion to stay is not moot. The case should be stayed until such time as all asserted claim are corrected."

However, **NO PARTY** has requested the United States Patent and Trademark Office for any correction on claims 21 and 23, including Apple itself. Apple's allegations of claim errors is baseless, so is its demand for maintaining stay.

This amended complaint is filed in pursuant to the Court's Order (Dkt. 204) for consolidating cases 06-06573 SBA and 12-02653 SBA.

Plaintiff, Ho Keung Tse ("Plaintiff"), files this amended Complaint against Apple, Inc. ("Apple"), Musicmatch, Inc. ("Musicmatch") and Sony Network Entertainment International LLC. ("SNE"), referred to as "Defendants"<sup>1</sup>, as follows:

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<sup>1</sup> In the original complaint, defendant Apple Computer, Inc. has been renamed as Apple on January 9, 2007, Inc., defendant Sony Connect also recently has been renamed as "Sony Network Entertainment International LLC.", for detail, refer to Dkt. 181, "NOTICE OF DEFENDANT SONY CONNECT INC.'S NAME CHANGE"). Defendant RealNetworks has been dismissed by an Order granting stipulation of dismissal with prejudice, Dkt. 193, and defendant Napster has been dismissed by another Order granting stipulation of dismissal with prejudice, Dkt. 206.

**PLAINTIFF'S OTHER LAWSUITS**

**eBay Action :**

It involves infringement of the same US Patent 6665797, using the user identity verification technologies covered under the '797 Patent to verify the identity of bidders, to prevent bid shilling in Internet Auctions, as well as to verify identities of free trial users, in providing Internet services.

Describe the lawsuit :

a. Date of filing lawsuit : December, 9, 2009

b. Plaintiff : Ho Keung, TSE

Defendants : eBay Inc. ("eBay"), uBid, Inc. ("uBid"), and America Online Inc. ("AOL").

c. Court: Initially filed with the United States District Court for Eastern District of Texas, later transferred to the United States District Court for Northern District of California on April 14, 2011.

d. Docket Number: 2:09-cv-00380-TJW in Eastern Texas: 3:11-cv-01812-WHA in Northern California.

e. Name of Judge to whom the case was assigned: Judge John Ward in Eastern Texas; Judge William Alsup in Northern California.

f. Disposition : Nil.

g. Status : DISMISSED WITHOUT PREJUDICE to refiling after final determination of the validity of the claims of United States patent number 6,665,797 and issuance of a reexamination certificate, by order of Judge William Alsup on August 29, 2011. The effect of this order should be in respect of the single asserted claim 21 and Defendants of the second action only, as Judge William Alsup incorrectly decided that the claim 21 as amended in Reexamination (control number : 90/008,772) contains substantive changes (without any claim construction) and dismissed the case, for reason as "original patented claim 21 was cancelled in July 2009 — five months before this action was filed — and the amended version of claim 21 has not yet issued".

**Google Action :**

It involves infringement of the same US Patent 6665797, using the user identity verification technologies covered under the '797 Patent, to protect *application programs* ("Apps") sold via Internet from unauthorized use.

Describe the lawsuit :

Date of filing lawsuit : May, 30, 2012

a. Plaintiff : Ho Keung, TSE

b. Defendant : Google, Inc., Samsung Telecommunications America, L.L.C.,  
HTC America, Inc.

c. Court: Initially filed with the United States District Court for Eastern District of Texas, later transferred to the United States District Court for Northern District of California on Jan 15, 2013.

d. Docket Number: 6:12-cv-00356 LED in Eastern Texas; 3:13-cv-00194 SI in  
Northern California.

e. Name of Judge to whom the case was assigned: Judge Leonard Davis in Eastern Texas; Judge Susan Illston in Northern California.

f. Disposition : Nil.

g. Status: The case is ongoing.

## NATURE OF THE PRESENT ACTION

1  
2           1.       This is a patent infringement action to stop Defendants' infringement of Plaintiff's  
3 United States Patent No. 6,665,797 (the " '797 Patent", a copy of which is attached hereto as Exh.  
4 A), entitled "Computer Apparatus/Software Access Right Management" (corrected by Certificate  
5 of Correction dated January 3, 2006, see Exh. A). Plaintiff is the sole owner of United States  
6 Patent Number 6,665,797. Plaintiff seeks injunctive relief and monetary damages.

## STATUS SOLE PATENT-IN-SUIT

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8  
9           2.       The '797 patent has gone through a reexamination (control number : 90/008,772)  
10 before the United States Patent and Trademark Office (PTO), jointly requested by Defendants.

11           3.       The United State Patent and Trademark Office ("USPTO") issued a Reexamination  
12 Certificate for the sole patent-in-suit, US Patent 6665797, on August 7, 2012, refer to Dkt. 179.

13           4.       Plaintiff filed with the USPTO a request for certificate of correction of claim 1, in  
14 Sept, 2012. And on Nov 27, 2012, Plaintiff withdrew the certificate of correction. For details,  
15 please refer to Dkt. 200.

16           5.       The USPTO amended claims 1, 3 on Dec 4, 2013, *sua sponte*.

## PARTIES

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18  
19           6.       Plaintiff is the sole inventor, sole patentee and sole owner of the '797 Patent duly  
20 and legally issued by the United States Patent and Trademark Office on December 16, 2003.  
21 Plaintiff owns and has at all times owned and has standing to sue for infringement of '797 Patent.

22           7.       Upon information and belief, Defendant Apple, Inc. (formerly Apple Computer,  
23 Inc., renamed as Apple, Inc. on January 9, 2007) is a corporation duly organized and existing  
24 under the laws of the state of California and has a principal place of business at 1 Infinite Loop,  
25 Cupertino, California 95014.

26           8.       Upon information and belief, Defendant MusicMatch was wholly owned by Yahoo!  
27 Inc., now closed down. MusicMatch once existed under the laws of the State of California and  
28 had a headquarter of business at 5 W. Bernardo Dr., San Diego, California 92127.



1 will be sold in the Northern District of California. Venue is proper in this district pursuant to 28  
2 U.S.C. §§ 1391(b), (c), and 1400(b).

3 15. This Court has personal jurisdiction over Apple, also because that, Apple has  
4 engaged/engages in soliciting, through its <http://www.apple.com>, third party developers in the  
5 Northern District of California, to develop for and submit to Apple, application programs  
6 executable on Apple's infringing iProducts only, for sales at App Store exclusively. Apple  
7 protected the application programs from unauthorized use, by software and methods covered  
8 under the '797 Patent, therefore constituting inducing those third party developers to participating  
9 in and profit from infringing the '797 Patent.

10 16. Defendant MusicMatch (later rebranded as Yahoo!Music), upon information and  
11 belief, has once in the business of, inter alia, selling digital items (sound tracks, albums, videos,  
12 etc) and offering music subscription service "MusicMatch on Demand", through its Internet  
13 virtual Store "MusicMatch", accessible at <http://www.MusicMatch.com>, to states all over USA,  
14 including California and this district.

15 17. This Court has personal jurisdiction over Defendant MusicMatch, because it has  
16 established substantial contacts with the forum. Venue is proper in this district pursuant to 28  
17 U.S.C. §§ 1391(b), (c), and 1400(b).

18 18. Defendant SNE (formerly "Sony Connect, Inc."), upon information and belief,  
19 has/is in the business of selling digital items (sound tracks, videos, games etc), through its  
20 Internet virtual Store "Sony Network Entertainment", accessible at  
21 <http://www.SonyEntertainmentNetwork.com>.

22 19. SNE, upon information and belief, sold/has offered to sell/has sold/sell and  
23 continue to sell or offers to sell, through its website <http://www.SonyEntertainmentNetwork.com>,  
24 digital items, to states all over USA, including California and this district.

25 20. This Court has personal jurisdiction over Defendant SNE, because it has  
26 established substantial contacts with the forum. Venue is proper in this district pursuant to 28  
27 U.S.C. §§ 1391(b), (c), and 1400(b).

## THE CONCEPT OF INVENTION

21. As readable on the abstract of '797 patent, the concept behind the present invention can be summarized as a method of "using the existence of the EI sub-program in a computer as a precondition for authorising use of software products on that computer".

And, the EI program is for authorizing payment from an account of the rightful user of the software products desired to be protected, and in the present invention, it is being used as a token for identity verification only.

No payment is needed to be charged on the account.

Note that other payment information, such as a credit account password, may be used as an alternative to the EI program. For details, please refer to the '797 Patent (Exh. A)

22. The present invention is the cornerstone of Digital Rights Management ("DRM") technologies of nowadays. Before it, purchased software is generally protected from unauthorized use, by means of a piece of specific hardware, such as a dongle, not practical for Internet sales.

## COUNT I

### INFRINGEMENT OF U.S. PATENT NO. 6665797

#### BY APPLE'S APP STORE AND PRODUCTS

23. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1-22 of this Complaint as though fully set forth herein.

24. Apple owns and operates a virtual Internet Store, called as "App Store".

25. Apple has installed/installs an "App Store" application program (directly or indirectly through third party manufacturers) in each of its iProducts ("iPod Touches, iPhones and iPads"), before sold to users.



26. The "App Store" application program is for use by the users of Apple's iProducts to access to Apple's Internet servers and create a virtual App Store on the screen of the iProducts.



1           27. Apple sells application programs (“App”) through the App Store, to users of the  
2 iProducts.

3           28. Apple, through the virtual App Store, has required/requires users to submit  
4 information of their financial account, to open accounts with Apple, and each Apple account can  
5 be accessed by using a respective Apple ID and Password. The financial account may be a credit  
6 card or debit card account and the information submitted is for authorizing Apple to receive  
7 payment from the financial account.

8           29. The Apple ID and Password is for use by an account holder to authorize Apple to  
9 make use of the financial account information he/she submitted, to receive payment from his/her  
10 financial account, for purchasing application programs from the App Store.

11           30. Once an account holder has purchased an application program, he/she may  
12 download the same application program from the App Store, to any iProducts, without re-  
13 purchasing the application program, this is done by submitting his/her Apple ID and Password of  
14 the account used for making the purchase, through the iProduct, to Apple, for identity verification.

15           31. The purchased App cannot be used on an iProduct (“iPod Touches, iPhones and  
16 iPads”) other than the one used for making the purchase, unless the iProduct is authorized to  
17 execute the App. To authorize an iProduct, one has to submit his/her Apple ID and Password of  
18 the account used for making the purchase, through the iProduct, to Apple, for identity verification.  
19 Apple doesn’t charge the account for the authorization.

20           32. The DRM technology used in protecting the purchased Apps is Fairplay.

21           33. Apple has engaged/is engaging in making and using Digital Rights Management  
22 (DRM) technologies, including but not limited to, servers of its Internet virtual “App Store”, for  
23 practicing the methods covered under the claims of the ‘797 patent, for protecting from  
24 unauthorized use, application programs offered for sale or sold at its App Store.

25           34. Apple has engaged/is engaging in importing, offering for sale, and selling in the  
26 United States, its iProducts with DRM technologies, including but not limited to the “App Store”  
27 application program installed thereon, for practicing the methods covered under the ‘797 patent,  
28

1 for protecting from unauthorized use, application programs offered for sale or sold at its App  
2 Store.

3 35. Apple, by using the '797 patented invention, has without difficulty, successfully  
4 built up its App Store as one of the greatest Internet Business, while inflicting irreparable harm to  
5 Plaintiff.

6  
7 **COUNT II**

8 **APPLE INDUCES THIRD PARTY APPLICATION PROGRAM DEVELOPERS**  
9 **INTO INFRINGING U.S. PATENT NO. 6665797**

10 36. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1-35 of  
11 this Complaint as though fully set forth herein.

12 37. Apple, by using Digital Rights Management (DRM) software and methods covered  
13 under the claims of the '797 patent, to protect purchased application programs from use by an  
14 unauthorized user, Apple has infringed/infringing on the '797 patent directly itself, while at the  
15 same time, has induced/inducing the infringement of the '797 Patent by third party developers in  
16 the United States.

17 38. Apple has solicited/solicits third party developers to submit App to its App Store.  
18 To this end, Apple has offered/offers Software Development Kit to third part developers for  
19 developing application programs for to be sold exclusively at Apple's App Store, and executable  
20 only on Apple's products (including but not limited to "iPod Touches, iPhones, iPads").  
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**COUNT III**

**INFRINGEMENT OF U.S. PATENT NO. 6665797**

**BY APPLE'S VIRTUAL INTERNET STORES AND PRODUCTS**

39. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1-22 of this Complaint as though fully set forth herein.

40. Apple owns and operates a number of virtual Internet Stores, one of them called as "iTunes Store".



41. Apple has installed/installs a "iTunes Store" application program (directly or indirectly through third party manufacturers) in each of its iProducts ("iPod Touches, iPhones, and iPads"), before sold to users.

42. Apple has distributed/distributes an "iTunes Store" program through its website <http://www.apple.com>, for use on user computers, to create a virtual iTunes Store on the screen thereof.

43. The "iTunes Store" application programs or programs are for use by the users of Apple's iProducts ("iPod Touches, iPhones, and iPads") or computers with the "iTunes Store" program installed, to access to Apple's Internet servers and create a virtual iTunes Store on the screen of the iProducts or computers with the "iTunes Store" program installed.

44. Apple sells digital items (including but not limited to, sound tracks, albums, videos, movies) through the iTunes Store.

45. Apple, through the iTunes Store, has required/requires users to submit information of their financial account, to open accounts with Apple, and each Apple account can be accessed by using a respective Apple ID and Password. The financial account may be a credit card or debit card account and the information submitted is for authorizing Apple to receive payment from the financial account.

1           46.    The Apple ID and Password is for use by an account holder to authorize Apple to  
2   make use of the financial account information he/she submitted, to receive payment from his/her  
3   financial account, for purchasing digital items from the iTunes Store.

4           47.    Once an account holder has purchased a digital items, he/she may download the  
5   same digital item from the iTunes Store, to any iProduct or computer with the “iTunes Store”  
6   program installed, without re-purchasing the digital item, this is done by submitting his/her Apple  
7   ID and Password of the account used for making the purchase, through the iProduct or computer  
8   with the “iTunes Store” program installed, to Apple, for identity verification.

9           48.    The purchased digital item cannot be used on an iProduct or computer with the  
10   “iTunes Store” program installed, other than the one used for making the purchase, unless the  
11   iProduct or computer with the “iTunes Store” program installed is authorized to play the digital  
12   item. To authorize an iProduct or computer with the “iTunes Store” program installed, one has to  
13   submit his/her Apple ID and Password of the account used for making the purchase, through the  
14   iProduct or computer with the “iTunes Store” program installed, to Apple, for identity verification.  
15   Apple doesn’t charge the account for the authorization.

16          49.    The DRM technology used in protecting the digital items purchased from iTunes  
17   Store is Fairplay.

18          50.    Apple has engaged/is engaging in making and using Digital Rights Management  
19   (DRM) technologies, including but not limited to, servers of its Internet virtual stores including  
20   “iTunes Store”, for practicing the methods covered by the ‘797 patent, for protecting from  
21   unauthorized use, digital items offered for sale or sold.

22          51.    Apple has engaged/is engaging in importing, offering for sale, and selling in the  
23   United States, its iProducts and other electronic products with DRM technologies, for practicing  
24   the methods covered by the ‘797 patent, for protecting from unauthorized use, digital items  
25   offered for sale or sold.

26          52.    Apple, by using the ‘797 patented invention, has without difficulty, successfully  
27   built up its iTunes Store as one of the greatest Internet Business, while inflicting irreparable harm  
28   to Plaintiff.

**COUNT IV**

**INFRINGEMENT OF U.S. PATENT NO. 6665797**

**BY MUSICMATCH**

53. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1-22 of this Complaint as though fully set forth herein.

54. MusicMatch (later rebranded as Yahoo!Music) owns/has owned and operates/has operated an Internet Virtual Store, accessible at <http://www.MusicMatch.com>.

55. MusicMatch sold/provided subscription service of digital items, including but not limited to, sound tracks, through its website <http://www.MusicMatch.com> or MusicMatch Internet Virtual Store.

56. MusicMatch, through its website <http://www.MusicMatch.com>, required users to open accounts with MusicMatch and submit information of their financial account, such as credit account, to MusicMatch, in order that the users can purchase digital items.

57. Each MusicMatch account can be signed in to with information including a password.

58. Upon receiving the correct account information (including a password) of a MusicMatch account, MusicMatch is authorized by the MusicMatch account holder, to make use of the financial account information the MusicMatch account holder previously submitted to MusicMatch, to receive payment from his/her financial account, so that the MusicMatch account holder can purchase digital items or pay for subscription service available at MusicMatch's website, by using the MusicMatch account information as a means for authorizing payment.

59. Once a MusicMatch account holder has purchased a digital item from its virtual store, he/she may download the same digital item from the MusicMatch Store, to any computer with MusicMatch Jukebox (a software music player) installed, without re-purchasing the digital item, this is done by submitting his/her MusicMatch account information including the password of the account used for making the purchase, through the computer with MusicMatch Jukebox installed, to MusicMatch, for identity verification.

1           60.    The purchased digital item cannot be used on a MusicMatch Jukebox installed  
2 device other than the one used for making the purchase, unless the MusicMatch Jukebox installed  
3 device is authorized to play the digital item. To authorize a device, one has to submit the  
4 MusicMatch account information including the password of the account used for making the  
5 purchase, through the device with MusicMatch Jukebox installed, to MusicMatch, for identity  
6 verification. MusicMatch doesn't charge the account for the authorization.

7           61.    MusicMatch, upon information and belief, engaged in making and using Digital  
8 Rights Management (DRM) technologies, including but not limited to, servers of its MusicMatch  
9 virtual Store, for practicing the methods covered under the '797 Patent, for protecting from  
10 unauthorized use, digital items offered for sale or sold at its virtual Store.

11           62.    MusicMatch, upon information and belief, offered free trial services, including but  
12 not limited to free trial of its "MusicMatch On Demand" subscription service, to users, through its  
13 website <http://www.MusicMatch.com>.

14           63.    MusicMatch, upon information and belief, required users to submit to MusicMatch  
15 their financial account information, such as credit card account information, and verified the  
16 validity of the financial account information with the corresponding respective financial  
17 institutions where the financial accounts are open.

18           64.    MusicMatch, upon information and belief, allowed users who can submit valid  
19 financial account information, to have free trials. The user will have a MusicMatch account  
20 created.

21           65.    MusicMatch, upon information and belief, a user may access to the "free trial"  
22 service, by visiting its website <http://www.MusicMatch.com> and signing in with their  
23 MusicMatch account information including their respective passwords.

24           66.    MusicMatch, upon information and belief, has using the patented user identity  
25 verification methods covered under the '797 patent in suit, to require users to submit to  
26 MusicMatch their financial account information, for verifying the real identities of users by  
27 verifying the validity of their financial account information, so as to on one hand, allow users to  
28 have free trials, with a view to turning a potential customer into a paying one, and on the other

1 hand, preventing the users from repeatedly using the free trial services by submitting MusicMatch  
2 fake financial account information.

3 67. MusicMatch had been given notice by Plaintiff of the '797 Patent and its above-  
4 mentioned infringement activities. MusicMatch continued to infringe the '797 Patent.

5 68. MusicMatch's infringement of the '797 Patent is willful and deliberate, justifying  
6 an increase of damages of up to three times under 35 U.S.C. § 284.

7 69. MusicMatch's infringement of the '797 Patent is exceptional and entitles Plaintiff  
8 to attorneys' fees and costs incurred in prosecuting this action under 35 U.S.C. § 285, should  
9 Plaintiff pro se obtains an attorney in the future.

10 70. MusicMatch, by using the '797 patented invention, has once successfully built up  
11 its virtual Store as one of the leading Internet Movie Distributors, while inflicting irreparable  
12 harm to Plaintiff.

### 14 **COUNT V**

#### 15 **INFRINGEMENT OF U.S. PATENT NO. 6665797 BY SNE**

16 71. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1-22 of  
17 this Complaint as though fully set forth herein.

18 72. SNE (formerly "Sony Connect, Inc.") sells/has sold/sold digital items, including  
19 but not limited to, sound tracks, videos and games, through its website  
20 <http://www.SonyEntertainmentNetwork.com> or Internet Virtual Store "Connect", etc.

21 73. SNE, through its website <http://www.SonyEntertainmentNetwork.com> or other  
22 Internet Virtual Store of SNE, has required/requires users to open accounts with SNE and submit  
23 information of their financial account, such as credit account, to SNE, in order that the users can  
24 purchase digital items (sound tracks, videos, games etc).

25 74. Each SNE account can be signed in to with information including a password.

26 75. Upon receiving the correct account information (including a password) of a SNE  
27 account, SNE is authorized by the SNE account holder, to make use of the financial account  
28 information the SNE account holder previously submitted to SNE, to receive payment from

1 his/her financial account, so that the SNE account holder can purchase digital items at SNE's  
2 website or other Internet Virtual Store of SNE, by using the SNE account information as a means  
3 for authorizing payment.

4 76. Once an SNE account holder has purchased a digital item from SNE's website or  
5 other Internet Virtual Store of SNE, SNE allows the SNE account holder to re-download the same  
6 digital item from its website or other Internet Virtual Store of SNE, without repaying for/re-  
7 purchasing the digital item.

8 77. The purchased digital item cannot be used on a SNE digital rights management  
9 technology (DRM) supporting Device other than the one used for making the purchase, unless the  
10 Device is authorized to play the digital item. To authorize a Device, one has to submit the SNE  
11 account information including the password of the account used for making the purchase, through  
12 the Device, to SNE, for identity verification. SNE doesn't charge the account for the authorization.

13 78. SNE, upon information and belief, is offering, has engaged/is engaging in making  
14 and using Digital Rights Management (DRM) technologies, including but not limited to, servers  
15 of its website or other Internet Virtual Store of SNE, for practicing the methods covered under the  
16 claims of the '797 Patent, for protecting from unauthorized use, digital items offered for sale or  
17 sold at the website <http://www.SonyEntertainmentNetwork.com> or other Internet Virtual Store of  
18 SNE.

19 79. SNE has engaged/is engaging/assisting in importing, offering for sale, and selling  
20 in the United States, SNE digital rights management technology (DRM) supporting Device,  
21 including but not limited to, Playstation®network ("PSN"), Playstation mobile, PlayStation®3  
22 computer entertainment systems, PSP® (PlayStation®Portable) systems, PlayStation®Vita  
23 systems, PlayStation-Certified mobile devices, Bravia® television, Sony blu-ray® disc player, for  
24 practicing the methods covered under the claims of the '797 patent, for protecting from  
25 unauthorized use, digital items offered for sale or sold at the website  
26 <http://www.SonyEntertainmentNetwork.com> or other Internet Virtual Store of SNE.



1           80.     SNE, upon information and belief, is offering, has offered or continues to offer,  
2 free trial services, to users, through its website <http://www.SonyEntertainmentNetwork.com> or  
3 other Internet Virtual Store of SNE.

4           81.     SNE, upon information and belief, requires/has required users to submit to SNE  
5 their financial account information, such as credit card account information, and verifies/has  
6 verified the validity of the financial account information with the corresponding respective  
7 financial institutions where the financial accounts are open.

8           82.     SNE, upon information and belief, allows/has allowed users who can submit valid  
9 financial account information, to have free trials. The user will have a SNE account created.

10          83.     SNE, upon information and belief, a user may access to the “free trial” service, by  
11 visiting SNE’s website <http://www.SonyEntertainmentNetwork.com> or other Internet Virtual  
12 Store of SNE and signing in with their SNE account information including their respective  
13 passwords.

14          84.     SNE, upon information and belief, is using the patented user identity verification  
15 methods covered under the ‘797 patent in suit, to require users to submit to SNE their financial  
16 account information, for verifying the real identities of users by verifying the validity of their  
17 financial account information, so as to on one hand, allow users to have free trials, with a view to  
18 turning a potential customer into a paying one, and on the other hand, preventing the users from  
19 repeatedly using the free trial services by submitting SNE fake financial account information.

20          85.     SNE has been given notice by Plaintiff of the ‘797 Patent and its above-mentioned  
21 infringement activities. SNE has been and still is infringing the ‘797 Patent, and will continue to  
22 do so unless enjoined by this Court.

23          86.     SNE’s infringement of the ‘797 Patent is willful and deliberate, justifying an  
24 increase of damages of up to three times under 35 U.S.C. § 284.

25          87.     SNE’s infringement of the ‘797 Patent is exceptional and entitles Plaintiff to  
26 attorneys’ fees and costs incurred in prosecuting this action under 35 U.S.C. § 285, should  
27 Plaintiff pro se obtains an attorney in the future.  
28

1           88.     SNE, by using the '797 patented invention, has built up its virtual Store as one of  
2 the Internet Movie Distributors, while inflicting irreparable harm to Plaintiff.

3  
4                                   **PRAYER FOR RELIEF**

5           WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

6           89.     That Defendants be held to have infringed the '797 patent.

7           90.     That Defendants, their directors, officers, agents, servants, employees and all other  
8 persons in active concert or privity or in participation with them, be enjoined from directly or  
9 indirectly infringing Plaintiff's patent.

10          91.     That judgment be entered for Plaintiff against Defendants, for Plaintiff's actual  
11 damages according to proof, and for any additional profits attributable to infringements of  
12 Plaintiff's patent.

13          92.     That judgment be entered for Plaintiff against Defendants, for statutory damages  
14 based upon Defendants' acts of patent infringement and for its other violations of law.

15          93.     That Defendants be required to account for all gains, profits, and advantages  
16 derived from its acts of infringement and for its other violations of law.

17          94.     That judgment be entered for Plaintiff and against Defendants, for trebling of the  
18 damages awarded for willful and deliberate patent infringement, justifying an increase of  
19 damages of up to three times under 35 U.S.C. § 284.

20          95.     That Plaintiff has judgment against the Defendants for Plaintiff's costs and  
21 attorney's fees (should Plaintiff be represented by an attorney later), under 35 U.S.C. § 285.

22          96.     That the Court grant such other, further, and different relief as the Court deems  
23 proper under the circumstances.

24  
25                                   **DEMAND FOR JURY TRIAL**

26          Plaintiff hereby requests and demands a trial by jury on all issues so triable.  
27  
28

1 Signed this 21<sup>st</sup> day of February, 2013.

2 /s/ Ho Keung TSE

3 Ho Keung TSE

4 P.O. Box 80306

5 Cheung Sha Wan Post Office

6 Hong Kong

7 tse2012@sina.com

8 608.268.3667

9 Plaintiff Pro Se